

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Hill, Holliday, Connors, Cosmopolos, Inc. 200 Clarendon Street, Boston, MA 02116		2. Registration No. 3810
3. Name of foreign principal Irish Tourist Board	4. Principal address of foreign principal 757 3rd Avenue New York, NY 10017	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

To promote travel and tourism to Ireland.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The principal serves as an arm of the Irish government to promote travel and tourism to Ireland. It is completely funded and directed by the government through its executive offices in the United States.

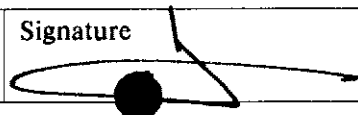
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

4-9-86

Name and Title
John F. Mills
Sr. V.P., Finance

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Hill, Holliday, Connors, Cosmopolos, Inc.	Irish Tourist Board

Check Appropriate Boxes:

- ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

The agreement between the registrant and the Irish Tourist Board specifies that Hill, Holliday will provide advertising plans and schedules for the client's approval, prepare advertising programs for broadcast or other media placement, finalize specifically approved plans, place media, purchase same on behalf of the client and render invoices for services. Special services outside the scope of the agreement (marketing research, public relations collateral design, direct marketing) may be performed upon client authorization.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant places advertising approval by the foreign principal in trade press, common media advertising plans for client approval and, upon authorization conducts other advertising related activities on the client's behalf (market research, public relations, collateral or design and direct marketing).

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

4-9-86

Name and Title

John F. Mills
Sr. V.P., Finance

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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RECEIVED
HILL, HOLLIDAY, CONNORS, COSMOPULOS, INC.
BOSTON, MASSACHUSETTS
MARCH 10, 1984

March 7, 1984

Mr. Donal McSullivan
Vice President
Irish Tourist Board
590 Fifth Avenue
New York, New York 10036

Dear Mr. McSullivan:

This letter will outline our understanding of the agreement between the Irish Tourist Board, 590 Fifth Avenue, New York, New York 10036 (the Client) and Hill, Holliday, Connors, Cosmopolos, Inc., of 200 Clarendon Street, Boston, Massachusetts 02116 (the Agency).

Effective August 1, 1983, the Irish Tourist Board retained Hill, Holliday, Connors Cosmopolos as its advertising agency.

In this capacity, the Agency will prepare and submit to the Client for approval, advertising plans with schedules, and other detailed data necessary to implement approved advertising plans. All services performed by the Agency for the Client must be approved by the Client in advance.

Upon request of the Client, the Agency will write, design, illustrate or otherwise prepare advertisements, including programs to be broadcast; order the space, time or other means to be used for advertising, endeavoring to secure the most advantageous rate available; properly incorporate the approved message in mechanical or other form and forward it with instructions for the fulfillment of the order; check and verify instructions; audit invoices for space, time, preparation and services.

The Agency will perform special assignments outside the scope of normal advertising activities, upon request of the Client. Special assignments will be defined as to the scope of activity and total Agency compensation, and are to be performed only when authorized in advance by the Client in writing. Special assignments and activities outside the scope of the normal advertising activities shall include, but not be limited to; marketing research, public relations, collateral and design work and audio visual projects.

The method of compensation to the Agency for professional advertising services will be by media and production commissions. Agency invoices shall be rendered separately in the following four areas: Media charges, production charges, miscellaneous out-of-pocket costs and travel-related expenses.

All media bills will be rendered at the gross cost (15% commissions are included). In the event that an advertising medium does not allow commissions, the Client will pay the Agency a commission of 17.65% (equivalent to 15% of the gross media cost).

Any changes in the media schedule during the month, or discrepancies in the media billing versus the contract will be adjusted in an invoice to the Client upon receipt of "proof of performance" from the media to the Agency. The Agency will retain all affidavits and tearsheets and make these available for Client inspection for two years subsequent to airing or publication date.

All production invoices (including advertising, collateral, sales promotion, etc.) shall be rendered to the Client by the Agency at the gross cost. Commissions will be added at the rate of 17.65% (equivalent to 15% of the gross production cost) to all outside supplier charges. Typical out-of-pocket costs paid by the Agency to the suppliers will include, but are not limited to typesetting, finished artwork, photography, mechanicals, printing, photostats, recording sessions, tapes, films, etc.

Any production assignments approved by the Client and estimated at over \$1,000 will be billed to the Client prior to the commencement of production. A final itemized invoice will be sent upon completion of the job and will adjust the actual cost versus the estimated billing invoice cost.

Out-of-pocket costs incurred on the Client's behalf by the Agency including telephone, telex, telefax, xerox, postage, deliveries, and express air freight or courier charges shall be billed separately to the Client on a monthly basis at cost.

Agency travel and travel-related expenses not otherwise included directly on approved production job estimates and subsequent invoices shall be submitted to the Client separately on an estimated basis for approval. Agency travel-related expenses shall be billed against the approved estimate at actual cost.

Payment on all invoices rendered pursuant to the following provisions of this paragraph shall be made by the Client within ten days of the invoice date. All Agency invoices will be identified by categories designated by the Client.

All information furnished or made available to the Agency or obtained, developed or otherwise acquired by it relating to the Client, its affiliates or their services, customers, charges, policies, advertising and marketing shall be confidential and not disclosed by the Agency without the express written consent of the Client.

Either party may terminate this agreement at any time with or without cause upon ninety days' written notice to the other. In the event of such termination, neither party shall have any further liability to the other except:

- A. Agency shall forthwith deliver to the Client all advertising and collateral material, plans, copy, artwork, mechanicals, ideas and Client layouts prepared by the Agency or its suppliers which the Client has paid for, whether or not they have been used by the Client, and shall also deliver forthwith to the Client all customer lists, market research data and analyses, and any other property of the Client in the Agency's possession or that of its suppliers.
- B. Client and Agency shall perform all agreements for media and production items, including the ordering and billing of advertising in media whose closing dates or broadcast dates fall within such period. The Agency shall be entitled to all compensation related to such advertising.
- C. The Agency shall be entitled to all payments due, or to become due, under this agreement regardless of any such termination.
- D. Advertising and collateral material, plans, copy, artwork, ideas and layouts prepared by the Agency and not paid for by the Client shall remain the property of the Agency. In the event that the Client would like to use such items, the Agency shall be compensated in an amount to be agreed upon.

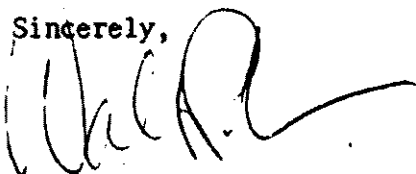
The Agency will act only as the Client's agent, and the Agency shall not be liable to any third party supplier or media except to the extent that the Agency receives payments from the Client for such third party services.

In connection with any printed or broadcast matter produced by the Agency with the Client's approval, the Client shall, except where the misuse or misappropriation was instigated by the Agency without full disclosure to the Client, indemnify and hold the Agency harmless from any liability or responsibility for any statements, errors or omissions, loss, damage or expense occasioned by claims of third parties.

Should you have any questions regarding the statements and provisions contained in this letter, please do not hesitate to contact me.

We are honored that you have chosen Hill, Holliday, Connors, Cosmopolos, Inc., to represent your organization. We look forward to a long and rewarding relationship with the Irish Tourist Board.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Walter M. Pile, Jr.', with a stylized, flowing script.

Walter M. Pile, Jr.
Executive Vice President
General Manager